

Sheraton Seattle

HOTEL & TOWERS

LETTER OF AGREEMENT BETWEEN SHERATON SEATTLE HOTEL & TOWERS

AND

SEATTLE BOWL

Revised October 8, 2001

Mr. Dave Aust
Director of Sales & Marketing
SEATTLE BOWL
SPORTS AND EVENTS COUNCIL
1301 5th Avenue
Seattle, WA 98101
Phone: 206-389-7318
Fax: 206-903-3472

Sheraton Seattle Hotel & Towers
1400 Sixth Avenue
Seattle, WA 98101
Phone: 206-621-9000
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Booked by: Christine Hatfield
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E-mail: christine_hatfield@sheraton.com

RE: SEATTLE BOWL "OFFICIAL TEAM HOTEL"

MEETING DATES: Thursday, December 20, 2001 - Saturday, December 29, 2001

SEATTLE BOWL ("Group") and Sheraton Seattle Hotel & Towers ("Hotel") agree as follows:

By signing and returning the enclosed copy of this contract by September 7, 2001, these arrangements will be agreed to on a definite basis.

Between now and September 7, 2001, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If we do not receive a mutually agreed executed original of this agreement from you by September 7, 2001, this letter will be void and the room block will be automatically released.

SEATTLE BOWL "TEAM"

This contract applies to the following block of rooms:

	Thu 12/20	Fri 12/21	Sat 12/22	Sun 12/23	Mon 12/24	Tue 12/25	Wed 12/26	Thu 12/27	Fri 12/28
Team Block	200	200	200	200	200	200	200	200	25
2Bay/2Bedroom	3	3	3	3	3	3	3	3	1

TEAM RATES

We are pleased to confirm the following special net, non-commissionable rates:

	<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
Main Hotel:	\$160.00-165.00	\$160.00-165.00	\$180.00-185.00	\$190.00-195.00

TEAM REBATES

These Team room rates reflect a rebate payable to the Seattle Sports and Events Council of King County of \$60.00-\$65.00 for each occupied room night and paid for at the full guestroom rate. You shall disclose to the NCAA and Conference Officials prior to your meeting that a portion of their room rate is to be used to offset the costs of the Seattle Bowl. Payment or credit for any rebate shall only be made after satisfactory settlement of your Master Account and shall only apply to those room nights paid for at the attendee-specified rate.

1400 SIXTH AVENUE, SEATTLE, WA, 98101, PHONE: (206) 621-9000, FAX: (206) 621-8441

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SEATTLE BOWL "FANS"

	Sun 12/23	Mon 12/24	Tue 12/25	Wed 12/26	Thu 12/27	Fri 12/28
Fan Block	1	50	100	400	400	50

FAN RATES

We are pleased to confirm the following special net, non-commissionable rates:

	<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
Main Hotel:	\$159.00	\$159.00	\$179.00	\$189.00

FAN REBATES

These Fan room rates reflect a rebate payable to the Seattle Sports and Events Council of King County of \$50.00 for each occupied room night and paid for at the full guestroom rate. You shall disclose to the NCAA and Conference Officials prior to your meeting that a portion of their room rate is to be used to offset the costs of the Seattle Bowl. Payment or credit for any rebate shall only be made after satisfactory settlement of your Master Account and shall only apply to those room nights paid for at the attendee-specified rate.

GENERAL HOTEL INVENTORY

The Sheraton Seattle Hotel & Towers will commit 80% of its available guest rooms to the Seattle Bowl. Please note that the Sheraton Seattle Hotel & Towers has 840 rooms, less 180 off market due to guest room renovation (680 total rooms x 80% = 544 rooms).

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is December 14, 2001. Reservations requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted on a space and rate availability basis.

All room rates are quoted exclusive of applicable state and local taxes, currently 15.6%.

OFFICIAL TEAM HOTEL STATUS

The terms of this Agreement are based upon the understanding that the Hotel shall be designated as the official Team Hotel for the Group. The Hotel shall be designated as such in any and all publications and other collateral, and all food and beverage functions that can take place at the Hotel within the Hotel's capacity shall be held at the Hotel. If, for any reason, the Hotel is not the headquarters hotel as described above, then the Hotel reserves the right to appropriately reduce the contracted room nights and/or meeting space commitments for your meeting. As part of this agreement, Seattle Bowl will commit either the "Kick-Off Banquets" for 800 people or the "Feast on the 50" for 150 people to the Sheraton Seattle Hotel & Towers.

COMPLIMENTARY ROOMS

Group will receive one (1) complimentary guestroom for every fifty (50) occupied, revenue-producing guestrooms on the fan block only (total room nights utilized divided by 50). These earned room nights will be used on a space available basis between January 2, 2002 and December 15, 2002.

MERCHANDISING

Adequate display storage space, a telephone with free local calls and 800 access, and access to a 110 power outlet, will be provided for retail merchandising by the official Seattle Bowl Retailer. A 5% commission on all sales will be paid to the Sheraton Seattle Hotel & Towers for such space.

MEDIA

The Sheraton Seattle Hotel & Towers will sponsor one (1) media event for the Seattle Bowl. This event will be mutually agreed upon by the Sports and Event Council and the Sheraton Seattle Hotel & Towers.

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CONCESSIONS

- Hospitality Suite parlor will be complimentary
- One (1) complimentary two bay/one bedroom suite from December 20, 2001 to December 27, 2001 in the Club Level
- A one time bar stock of premium brands, will be provided by the Hotel for up to 20 people

ROOM AND RELATED CHARGES

Guests will be responsible for their own guestroom, tax and incidental charges upon checkout and the Group will be responsible for all scheduled food & beverage and service charges.

BILLING ARRANGEMENTS

A Master Account will be set up for the Group covering its charges. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process. The Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Hotel.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 19% service charge and a 9.3% state tax (subject to change without notice). Please note that the service charge is taxable.

FUNCTION SPACE

Based on your requirements, we have reserved function space as shown on the attached schedule of events. Because of your guestroom usage as indicated in this contract, the function space will be complimentary.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

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ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Hotel is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

ACCEPTED AND AGREED TO:

SEATTLE BOWL

By: _____
 Jim Haugh, Executive Director, Seattle Bowl

Sheraton Seattle Hotel & Towers

By: Christine Hatfield
 Christine Hatfield, Director of Sales

Date: _____

Date: 10/8/01

(SB01.DOC)

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A G E N D A

SEATTLE BOWL
December 20-29, 2001

Date	Start Time - End Time	Description	Setup	Exp	Room
12/20/01	8:00 AM - 1:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/20/01	8:00 AM - 10:00 PM	Team Meals			Metropolitan Ballroom
12/20/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/20/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/20/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/20/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/20/01	8:00 AM - 10:00 PM	Position Meeting	Theater Style	25	Room 428
12/20/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Madrona Room
12/20/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/20/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/20/01	8:00 AM - 11:00 PM		Theater Style	25	Douglas Room
12/20/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/20/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/20/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/21/01	8:00 AM - 10:00 PM				Metropolitan Ballroom
12/21/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/21/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/21/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/21/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/21/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/21/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/21/01	8:00 AM - 11:00 PM		Theater Style	25	Douglas Room
12/21/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/21/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/21/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/21/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/22/01	8:00 AM - 10:00 PM				Metropolitan Ballroom
12/22/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/22/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/22/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/22/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/22/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/22/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/22/01	8:00 AM - 11:00 PM		Theater Style	25	Douglas Room
12/22/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/22/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/22/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/22/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/23/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/23/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/23/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/23/01	8:00 AM - 10:00 PM				Metropolitan Ballroom
12/23/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/23/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/23/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/23/01	8:00 AM - 11:00 PM		Theater Style	25	Douglas Room
12/23/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/23/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/23/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/23/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/24/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420

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12/24/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/24/01	8:00 AM - 10:00 PM	Team Meals			Metropolitan Ballroom
12/24/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/24/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/24/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/24/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/24/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Douglas Room
12/24/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/24/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/24/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/24/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/25/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/25/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/25/01	8:00 AM - 10:00 PM	Team Meals			Metropolitan Ballroom
12/25/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/25/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/25/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/25/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/25/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Douglas Room
12/25/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/25/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/25/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/25/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/26/01	8:00 AM - 10:00 PM	Team Meals			Metropolitan Ballroom
12/26/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/26/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/26/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/26/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/26/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room
12/26/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/26/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Douglas Room
12/26/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/26/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/26/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/26/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	Cedar Room
12/27/01	8:00 AM - 1:45 PM	Position Room	Theater Style	25	Cedar Room
12/27/01	8:00 AM - 10:00 PM	Position Room	Theater Style	25	Room 424
12/27/01	8:00 AM - 10:00 PM	Team Meals			Metropolitan Ballroom
12/27/01	8:00 AM - 10:00 PM	Coaches Room	Conference	20	Room 416
12/27/01	8:00 AM - 10:00 PM	Training/Medical Room	See Diagram	5	418 & 420
12/27/01	8:00 AM - 10:00 PM	Equipment Room			Room 426
12/27/01	8:00 AM - 11:00 PM	Defense Room	Theater Style	70	Aspen Room
12/27/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Douglas Room
12/27/01	8:00 AM - 11:00 PM	Position Room	Theater Style	25	Juniper Room
12/27/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room A
12/27/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	West Room B
12/27/01	8:00 AM - 11:00 PM	Position Meeting	Theater Style	25	TBA
12/27/01	8:00 AM - 11:00 PM	Offense/Special Teams	Theater Style		East Room